

**APPENDIX H**

**PETRO-CHEMICAL SYSTEMS, INC. / TURTLE BAYOU  
SUPERFUND SITE  
2007 RD/RA CONSENT DECREE**

**Lyondell Chemical Co., et al. V. Albemarle Corp., et al.**  
**No. 01: 01-CV-890 (E.D. Tex.)**

**APPENDIX H**

**[Letterhead of Issuing Bank]**

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [\_\_\_\_\_]

ISSUANCE DATE: [\_\_\_\_\_]

MAXIMUM AMOUNT: U.S.\$9,000,000.00 (Nine Million Dollars)

**BENEFICIARY:**

U.S. Environmental Protection Agency  
c/o Samuel Coleman, P.E.  
Director, Superfund Division, EPA Region 6  
1445 Ross Avenue  
Dallas, Texas 75202-2733

**APPLICANT:**

EPEC Polymers, Inc.  
  
1001 Louisiana Street  
Houston, Texas 77002

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. [\_\_\_\_] in your favor, at the request and for the account of the Applicant, EPEC Polymers, Inc., in the amount of exactly nine million U.S. dollars (\$9,000,000.00) (the "Maximum Amount"). We hereby authorize you, the U.S. Environmental Protection Agency (the "Beneficiary"), to draw at sight on us, [Insert name and address of issuing bank], an aggregate amount equal to the Maximum Amount upon presentation of:

(1) your sight draft, bearing reference to this Letter of Credit No. [\_\_\_\_] (which may, without limitation, be presented in the form attached hereto as Exhibit A); and

(2) your signed statement reading as follows: "I, an authorized representative or agent of the U.S. Environmental Protection Agency, certify that the amount of the draft is payable pursuant to [that certain Consent Decree, dated \_\_\_\_\_, 20\_\_, by and among the United States and EPEC Polymers, Inc. \_\_\_\_\_], entered into by the parties thereto in accordance with the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)."

This letter of credit is effective as of [insert issuance date] and shall expire on [a date at least 1 year later], but such expiration date shall be automatically extended for a period of [at least 1 year] on [the date which is at least 1 year later] and on each successive expiration date, unless, at least one hundred twenty (120) days before the current expiration date, we notify both you and EPEC Polymers, Inc. by certified mail or overnight courier that we have decided not to extend this letter of credit beyond the then current expiration date. In the event you are so notified, any unused portion of the credit shall immediately thereupon be available to you upon presentation

of your sight draft (and without the need for the signed statement identified in item (2) identified immediately above) for a period of at least 120 days after the date of receipt by you of such notification, as shown on signed return receipts.

Multiple and partial draws on this letter of credit are expressly permitted, up to an aggregate amount not to exceed the Maximum Amount. Whenever this letter of credit is drawn on, under, and in compliance with the terms hereof, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft in immediately available funds directly into such account or accounts as may be specified in accordance with your instructions.

All banking and other charges under this letter of credit are for the account of the Applicant.

This letter of credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

Very Truly Yours,

**[Name and address of issuing institution]**

**[Signature(s), name(s), and title(s) of official(s) of issuing institution]**

**[Date]**

**Exhibit A - Form of Sight Draft**

U. S. Environmental Protection Agency Sight Draft

TO: [Insert name of Issuing Bank]

[Insert address of Issuing Bank]

[\_\_\_\_\_]

[\_\_\_\_\_]

RE: Letter of Credit No. [\_\_\_\_\_]

DATE: [Insert date that draw is made]

TIME: [Time of drawing is when received by the bank]

This draft is drawn under your Irrevocable Letter of Credit No. [\_\_\_\_\_]. Pay to the order of the United States Environmental Protection Agency, in immediately available funds, the amount of [in words] U.S. Dollars (U.S.\$[\_\_\_\_\_]).

Pay such amount as is specified in the immediately preceding paragraph by FedWire Electronic Funds Transfer ("EFT") to the Turtle Bayou RD/RA Special Account within the EPA Hazardous Substance Superfund, referencing USAO File Number 2002V00059, EPA Region and Site Spill ID Number 06-81, and DOJ Case Number 90-11-3-709/1, as follows:

[Insert specific Special Account wiring instructions and information].

This Sight Draft has been duly executed by the undersigned, an authorized representative or agent of the United States Environmental Protection Agency, whose signature hereupon constitutes an endorsement.

By: \_\_\_\_\_ [signature]

\_\_\_\_\_ [name]

\_\_\_\_\_ [title]